

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,

Civil No.: 8:19-CV-1239 (GLS/CFH)

Plaintiff

COMPLAINT-Action to Foreclose  
A Mortgage

-v-

Diane Medema  
25 Little Wolf Road  
Tupper Lake, NY 12986

Robin Rothgeb  
15 Woodland Dr.  
Apt. 107  
Tupper Lake, NY 12986

The People of the State of New York  
c/o New York State Department of Transportation  
50 Wolf Road, POD 41  
Albany, NY 12232

John Doe, Mary Roe, and XYZ Corporation  
171 Park Street  
Tupper Lake, NY 12986

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The United States of America, a Sovereign, by Pincus Law Group, PLLC, Attorneys for the plaintiff, complains and alleges as follows:

1. This Court has jurisdiction under the provisions of Title 28, United States Code, Section 1345.

2. On or about July 30, 2007 at the request of Defendants, Diane Medema, and Robin Rothgeb, (hereinafter “Defendants”), the Plaintiff, the United States of America, acting through the Rural Housing Service or successor agency, United States

Department of Agriculture, (hereinafter “Plaintiff”), did lend to the Defendants, the sum of \$119,430.00, which sum the Defendants did undertake and promise to repay, with interest at 5.7500% in specified monthly installments.

3. As evidence of the indebtedness, the Defendants did execute and deliver to the Plaintiff a Promissory Note dated 7/30/2007, a true copy of which is attached as Exhibit “A”.

4. In order to secure the payment of the indebtedness, the Defendants did execute, acknowledge, and deliver to the Plaintiff, a real property mortgage dated 7/30/2007, a true copy of which is attached as Exhibit “B”. The real property that is security for the mortgage is commonly known as 171 Park Street Tupper Lake, NY located in Franklin County, New York and more particularly described as set forth in the legal description attached to Exhibit “B”.

5. The mortgage was duly recorded in the Franklin County Clerk’s Office on July 31, 2007 Book MT VL 1200 Page 328.

6. Plaintiff is the owner and holder of the Promissory Note and Mortgage.

7. The Defendants have breached and violated the provisions of the Promissory Note and Mortgage in that they did neglect and fail to pay the installments of principal and interest when due, despite due demand therefore and by failing to make payment of real property taxes when due, thus making it necessary for the plaintiff to pay the same to protect its interest.

8. By reason of the defaults described herein, plaintiff has elected to declare the entire sums secured by the mortgage to be due and payable.

9. There is now justly due and payable to the plaintiff, as of October 4, 2019, on the Promissory Note and Mortgage the following sums:

Unpaid Principal (Note)	\$100,078.91
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Unpaid Interest (Note)	\$8,750.06
Escrow Advances	\$1,006.40
Late Charges	\$21.24
Subsidy to be Recaptured	\$37,992.16
Other Fees	\$7,286.02
Total:	\$155,134.79

, together with interest at the rate of 5.750% per annum on principal and all advances from October 5, 2019.

10. Upon information and belief, plaintiff may be compelled to make additional advances for payment of taxes, hazard insurance water and sewer charges, or other municipal assessments maintenance, in order that it may protect and preserve security, but the nature and amount thereof is unknown to plaintiff at this time. Nevertheless, plaintiff seeks recovery thereof and therefore, together with interest thereon.

11. No other action or proceeding has been brought at law or otherwise for the recovery of said sums secured by the Promissory Note and Mortgage, or any part thereof.

12. The Defendants, the People of the State of New York c/o Department of Transportation, as set forth in Exhibit“C”, have or may claim to have some interest in or lien upon the mortgaged premises or some part thereof, which interest or lien, if any accrued subsequently to the lien of the United States mortgage and is subsequent thereto.

13. That the plaintiff has complied with the notice provisions of the New York State RPAPL Section 1304. A copy of the required notice is attached hereto as Exhibit “D”.

14. Upon information and belief, the provisions of Banking Law Section 595-a, and any rules and regulations promulgated thereunder, and Banking law Sections 6-1 and 6-m and

RPAPL section 1302(1) are not applicable to the mortgage loan that is the subject of this proceeding.

15. At the time this proceeding was commenced, the plaintiff has complied with the provisions of New York State RPAPL Section 1306 regarding filing with the Superintendent of the New York State Banking Department. A copy of the required filing is attached hereto as Exhibit "E".

16. The true names of the defendants John Doe, Mary Roe and XYZ Corporation are unknown to the United States, those names being fictitious, but intending to designate tenants, occupants or other persons, if any, having or claiming any estate or interest in possession upon the premises or any portion thereof.

WHEREFORE, plaintiff demands judgment:

- (a) That the defendants, or either or any of them, subsequent to the filing of the Notice of Pendency of this action, and every person whose conveyance or encumbrance is subsequently recorded, be forever barred and foreclosed of all right, claim, lien and equity of redemption in the mortgaged premises;
- (b) That the premises may be decreed to be sold according to law;
- (c) That the amount due to the plaintiff on the promissory note and mortgage may be adjudged;
- (d) That the moneys arising from the sale may be brought into Court;
- (e) That the plaintiff may be paid the amount adjudged to be due to the plaintiff with interest thereon to the time of such payment, together with the costs and expenses of this action and the expenses of the sale, so far as the amount of such money properly applicable thereto will pay the same;

(f) And that the plaintiff may have such other and further relief as may be just and equitable.

Dated: Uniondale, New York

/s/ Nicole B. LaBletta

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Pincus Law Group, PLLC  
425 RXR Plaza  
Uniondale, NY 11556  
(516) 699-8902 (phone)  
(516) 279-6990 (fax)  
nlabletta@pincuslaw.com

## **EXHIBIT A**

Form RD 1940-16  
(Rev. 7-05)Form Approved  
OMB No. 0575-0172UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL HOUSING SERVICE

## PROMISSORY NOTE

SATISFIED

Type of Loan SECTION 502Loan No. [REDACTED]Date: 07/30 20 07171 Park Street

(Property Address)

Tupper Lake

(City or Town)

Franklin

(County)

NY

(State)

This        day of       , 20         
United States of America  
By:                                   
Title:                                   
USDA, Rural Housing Services

**BORROWER'S PROMISE TO PAY.** In return for a loan that I have received, I promise to pay to the order of the United States of America, acting through the Rural Housing Service (and its successors) ("Government") \$ 119,430.00 (this amount is called "principal"), plus interest.

**INTEREST.** Interest will be charged on the unpaid principal until the full amount of the principal has been paid. I will pay interest at a yearly rate of 5.7500 %. The interest rate required by this section is the rate I will pay both before and after any default described below.

**PAYMENTS.** I agree to pay principal and interest using one of two alternatives indicated below:

I. Principal and interest payments shall be temporarily deferred. The interest accrued to                                 , shall be added to the principal. The new principal and later accrued interest shall be payable in 396 regular amortized installments on the date indicated in the box below. I authorize the Government to enter the amount of such new principal here: \$                                 , and the amount of such regular installments in the box below when such amounts have been determined. I agree to pay principal and interest in installments as indicated in the box below.

II. Payments shall not be deferred. I agree to pay principal and interest in 396 installments as indicated in the box below.

I will pay principal and interest by making a payment every month.  
I will make my monthly payment on the 28th day of each month beginning on August 28, 2007 and continuing for 395 months. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this note. My monthly payments will be applied to interest before principal. If on July 28, 2040, I still owe amounts under this note, I will pay those amounts in full on that date, which is called the "maturity date."  
My monthly payment will be \$ 673.76. I will make my monthly payment at the post office address noted on my billing statement or a different place if required by the Government.

**PRINCIPAL ADVANCES.** If the entire principal amount of the loan is not advanced at the time of loan closing, the unadvanced balance of the loan will be advanced at my request provided the Government agrees to the advance. The Government must make the advance provided the advance is requested for an authorized purpose. Interest shall accrue on the amount of each advance beginning on the date of the advance as shown in the Record of Advances below. I authorize the Government to enter the amount and date of the advance as shown in the Record of Advances below. I authorize the Government to enter the amount and date of such advance on the Record of Advances.

**HOUSING ACT OF 1949.** This promissory note is made pursuant to title V of the Housing Act of 1949. It is for the type of loan indicated in the "Type of Loan" block at the top of this note. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Account # [REDACTED]

**LATE CHARGES.** If the Government has not received the full amount of any monthly payment by the end of 15 days after the date it is due, I will pay a late charge. The amount of the charge will be 2 percent of my overdue payment of principal and interest. I will pay this charge promptly, but only once for each late payment.

**BORROWER'S RIGHT TO PREPAY.** I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Government in writing that I am making a prepayment.

I may make a full prepayment or partial prepayment without paying any prepayment charge. The Government will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Government agrees in writing to those changes. Prepayments will be applied to my loan in accordance with the Government's regulations and accounting procedures in effect on the date of receipt of the payment.

**ASSIGNMENT OF NOTE.** I understand and agree that the Government may at any time assign this note without my consent. If the Government assigns the note I will make my payments to the assignee of the note and in such case the term "Government" will mean the assignee.

**CREDIT ELSEWHERE CERTIFICATION.** I certify to the Government that I am unable to obtain sufficient credit from other sources at reasonable rates and terms for the purposes for which the Government is giving me this loan.

**USE CERTIFICATION.** I certify to the Government that the funds I am borrowing from the Government will only be used for purposes authorized by the Government.

**LEASE OR SALE OF PROPERTY.** If the property constructed, improved, purchased, or refinanced with this loan is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for 3 years or longer, or (3) is sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the entire remaining unpaid balance of the loan immediately due and payable. If this happens, I will have to immediately pay off the entire loan.

**REQUIREMENT TO REFINANCE WITH PRIVATE CREDIT.** I agree to periodically provide the Government with information the Government requests about my financial situation. If the Government determines that I can get a loan from a responsible cooperative or private credit source, such as a bank or a credit union, at reasonable rates and terms for similar purposes as this loan, at the Government's request, I will apply for and accept a loan in a sufficient amount to pay this note in full. This requirement does not apply to any cosigner who signed this note pursuant to section 502 of the Housing Act of 1949 to compensate for my lack of repayment ability.

**SUBSIDY REPAYMENT AGREEMENT.** I agree to the repayment (recapture) of subsidy granted in the form of payment assistance under the Government's regulations.

**CREDIT SALE TO NONPROGRAM BORROWER.** The provisions of the paragraphs entitled "Credit Elsewhere Certification" and "Requirement to Refinance with Private Credit" do not apply if this loan is classified as a nonprogram loan pursuant to section 502 of the Housing Act of 1949.

**DEFAULT.** If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default the Government may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Government may require me to immediately pay the full amount of the unpaid principal, all the interest that I owe, and any late charges. Interest will continue to accrue on past due principal and interest. Even if, at a time when I am in default, the Government does not require me to pay immediately as described in the preceding sentence, the Government will still have the right to do so if I am in default at a later date. If the Government has required me to immediately pay in full as described above, the Government will have the right to be paid back by me for all of its costs and expenses in enforcing this promissory note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.




Account # [REDACTED]

**NOTICES.** Unless applicable law requires a different method, any notice that must be given to me under this note will be given by delivering it or by mailing it by first class mail to me at the property address listed above or at a different address if I give the Government a notice of my different address. Any notice that must be given to the Government will be given by mailing it by first class mail to the Government at USDA Rural Housing Service, c/o Customer Service Branch  
Post Office Box 66889, St. Louis, MO 63166, or at a different address if I am given a notice of that different address.

**OBLIGATIONS OF PERSONS UNDER THIS NOTE.** If more than one person signs this note, each person is fully and personally obligated to keep all of the promises made in this note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this note is also obligated to do these things. The Government may enforce its rights under this note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this note. The term "Borrower" shall refer to each person signing this note.

**WAIVERS.** I and any other person who has obligations under this note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Government to demand payment of amounts due. "Notice of dishonor" means the right to require the Government to give notice to other persons that amounts due have not been paid.

**WARNING:** Failure to fully disclose accurate and truthful financial information in connection with my loan application may result in the termination of program assistance currently being received, and the denial of future federal assistance under the Department of Agriculture's Debarment regulations, 7 C.F.R. part 3017.



Borrower Robin S Rothgeb



Borrower Diane Lee Medema

✓

Borrower

Borrower

### RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$		(8) \$		(15) \$	
(2) \$		(9) \$		(16) \$	
(3) \$		(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
TOTAL \$					

## **EXHIBIT B**

Wanda D. Murtagh  
Franklin County Clerk  
Malone, NY 12953

Document# 00003551  
Volume: 1200 Page: 328

Instrument Number: 2007- 00003551

As  
Mortgage

Recorded On: July 31, 2007

Parties: ROTHGEB ROBIN

To

UNITED STATES OF AMERICA

Billable Pages: 7

Recorded By: ETNA

Num Of Pages: 8

Comment:

**\*\* Examined and Charged as Follows: \*\***

Mortgage	56.50	Affidavit - Attachment	5.00		
Recording Charge:	61.50				
		Consideration			
	Amount	Amount	RS#/CS#		
Mortgage Tax	0.00	119,430.00	CY 618	Basic	0.00
TUPPER LAKE				Local	0.00 Special Additional 0.00
				Additional	0.00 Transfer 0.00
Tax Charge:	0.00				

**\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\***

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Franklin County,

**File Information:**

Document Number: 2007- 00003551  
Receipt Number: 32556  
Recorded Date/Time: July 31, 2007 11:06:39A  
Book-Vol/Pg: Bk-MT VI-1200 Pg-328  
Cashier / Station: K C / Cash Station 1

**Record and Return To:**

USDA RURAL DEVELOPMENT  
441 SOUTH SALINA ST  
SYRACUSE NY 13202-2541



*Wanda D Murtagh*  
Wanda D Murtagh  
Franklin County Clerk  
83 AUG 2007

Form RD 3550-14 NY  
(Rev. 6-03)

(Space Above This Line For Recording Data)

Form Approved  
OMB No. 0575-0172

United States Department of Agriculture  
Rural Housing Service

**MORTGAGE FOR NEW YORK**

THIS MORTGAGE ("Security Instrument") is made on July 30, 2007, [Date]  
The mortgagor is Robin Rothgeb & Diane Medema, 15 Woodland Dr., #107, Tupper Lake, NY 12986 ("Borrower").

This Security Instrument is given to the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture ("Lender"), whose address is Rural Housing Service, c/o Centralized Servicing Center, United States Department of Agriculture, P.O. Box 66889, St. Louis, Missouri 63166.

Borrower is indebted to Lender under the following promissory notes and/or assumption agreements (herein collectively called "Note") which have been executed or assumed by Borrower and which provide for monthly payments, with the full debt, if not paid earlier, due and payable on the maturity date:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Maturity Date</u>
07/30/2007	\$119,430.00	07/30/2040

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the property covered by this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note, and (d) the recapture of any payment assistance and subsidy which may be granted to the Borrower by the Lender pursuant to 42 U.S.C. §§ 1472(g) or 1490a. For this purpose, Borrower irrevocably grants and conveys to Lender the following described property located in the County of Franklin, State of New York:

SEE ATTACHED SCHEDULE "A"

which has the address of 171 Park Street, Tupper Lake, New York 12986  
[Street] [City] [ZIP]  
("Property Address");

According to the Paperwork Reduction Act of 1996, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures which now or hereafter are a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law or federal regulation that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held by a federal agency (including Lender) or in an institution whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property after acceleration under paragraph 22, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law or Lender's regulations provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied in the following order of priority: (1) to advances for the preservation or protection of the Property or enforcement of this lien; (2) to accrued interest due under the Note; (3) to principal due under the Note; (4) to amounts required for the escrow items under paragraph 2; (5) to late charges and other fees and charges.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.



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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Lender has agreed in writing to such lien or Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Borrower shall pay to Lender such fees and other charges as may now or hereafter be required by regulations of Lender, and pay or reimburse Lender for all of Lender's fees, costs, and expenses in connection with any full or partial release or subordination of this instrument or any other transaction affecting the Property.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurer providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, at Lender's option Lender may obtain coverage to protect Lender's rights in the Property pursuant to paragraph 7.

All insurance policies and renewals shall be in a form acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If after acceleration the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation, Maintenance, and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in good repair and make repairs required by Lender. Borrower shall comply with all laws, ordinances, and regulations affecting the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender is not required to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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8. **Refinancing.** If at any time it shall appear to Lender that Borrower may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes, Borrower will, upon the Lender's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby in full.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured hereby immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower and any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by federal law. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. This instrument shall be subject to the present regulations of Lender, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

15. **Borrower's Copy.** Borrower acknowledges receipt of one conformed copy of the Note and of this Security Instrument.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is leased for a term greater than three (3) years, leased with an option to purchase, sold, or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this

Document# 00003551  
Volume: 1200 Page: 333

Security Instrument.

17. **Nondiscrimination.** If Borrower intends to sell or rent the Property or any part of it and has obtained Lender's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower, will refuse to negotiate for the sale or rental of the Property or will otherwise make unavailable or deny the Property to anyone because of race, color, religion, sex, national origin, handicap, age, or familial status, and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex, national origin, handicap, age or familial status.

18. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

19. **Uniform Federal Non-Judicial Foreclosure.** If a uniform federal non-judicial foreclosure law applicable to foreclosure of this security instrument is enacted, Lender shall have the option to foreclose this instrument in accordance with such federal procedure.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal, state, or local environmental law or regulation.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations.

As used in this paragraph "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means federal laws and regulations and laws and regulations of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. **Cross Collateralization.** Default hereunder shall constitute default under any other real estate security instrument held by Lender and executed or assumed by Borrower, and default under any other such security instrument shall constitute default hereunder.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

22. **SHOULD DEFAULT** occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be decreed incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, Lender, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to Lender hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

23. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to Lender secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at Lender's option, any other indebtedness of Borrower owing to Lender, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, Lender and its agents may bid and purchase as a stranger and may pay Lender's share of the purchase price by crediting such amount on any debts of Borrower owing to Lender, in the order prescribed above.

24. Borrower agrees that Lender will not be bound by any present or future state laws, (a) providing for valuation, appraisal, homestead or exemption of the Property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c)





SCHEDULE "A"

ALL THAT PIECE OR PARCEL OF LAND, situated in the Village of Tupper Lake, Town of Tupper Lake (f/k/a Town of Altamont), County of Franklin, State of New York, bounded and described as follows: BEGINNING at an iron post in the southwest corner of the 2-41/100 acre lot owned or formerly owned by McLaughlin, and in the northerly line of the Wawbeek Road and running thence North in McLaughlin line one hundred and seventy-eight (178) feet to McLaughlin's northwest corner; thence westerly in a continuation of McLaughlin's North line fifty (50) feet to an iron post; thence southerly to the Wawbeek Road one hundred and seventy-eight (178) feet; thence easterly fifty (50) feet to the place of beginning.

BEING the same premises conveyed in a deed dated July 3, 2002 by Vera Gaudet to Marie Benedict and recorded in the Franklin County Clerk's Office on July 9, 2002 in Liber 805 of Deeds at page 222. Vera Gaudet having died on April 14, 2006.

The premises conveyed herein are more particularly depicted on a "Map of Survey Prepared for Diane Medema and Robin Rothgeb" survey by Stacey L. Allott, L.S. #49670 dated June 26, 2007 a copy of which is being filed herewith in the Franklin County Clerk's Office.

EXCEPTING AND RESERVING all that tract or parcel of land situate, lying and being in the Village of Tupper Lake, County of Franklin and State of New York, consisting of a piece of land approximately 7.0 feet wide and 10.0 feet deep and identified as "deck with upper level encroaches" on a map entitled "Map of Survey for Diane Medema and Robin Rothgeb", prepared by Stacey L. Allott, L.S. #49670, dated June 26, 2007, a copy of which is being recorded on an even date herewith in the Franklin County Clerk's Office. Said piece of land currently contains a portion of a swing set owned by the Grantees herein, Andre and Amy Carriere.

Reference is hereby made to a common driveway agreement between Robin Rothgeb and Diane Medema and Andre and Amy Carriere, the original of which is being filed on even date herewith in the Franklin County Clerk's Office.

SUBJECT TO all currently valid and effective restrictive covenants, easements, and rights-of-way of record or discoverable by inspection of the premises.

EXCEPTING AND RESERVING any land which falls within the bound of any highway or road.

HEREBY INTENDING TO DESCRIBE a parcel of land having a Franklin County tax map designation of 490.59-7-10.

## **EXHIBIT C**



FRANKLIN COUNTY - STATE OF NEW YORK  
KIP CASSAVAW, COUNTY CLERK  
P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

## COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH\*\*\*



INSTRUMENT #: 2014-2291

Receipt#: 2014159407

Clerk: LH

Rec Date: 05/15/2014 12:30:00 PM

Doc Grp: RP

Descrip: APPROPRIATION

Num Pgs: 2

Rec'd Frm: N Y S DOT

Party1: ROTHGEB ROBIN  
MEDEMA DIANE  
CERRIERE ANDRE  
CERRIERE AMY  
UNITED STATES DEPT OF

AGRICULTURE

Party2: N Y S DOT  
N Y S DEPT OF TRANSPORTATION  
Town: TUPPER LAKE

## Recording:

Cover Page	0.00
Cultural Ed	0.00
Records Management - Coun	0.00
Records Management - Stat	0.00

Sub Total:	0.00
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Transfer Tax	
Transfer Tax	0.00

Sub Total:	0.00
------------	------

Total:	0.00
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\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*

Transfer Tax #: 1332

Exempt

Consideration: 2000.00

Total:	0.00
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I hereby certify that the within and foregoing was  
recorded in the Franklin County Clerk's Office.

Record and Return To:

FCCO  
355 W MAIN ST  
MALONE NY 12953

County Clerk

ROW 91-R1a  
(SECTION A)

ES

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
OFFICE OF RIGHT-OF-WAY  
APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK**

PROJECT: Tupper Lake-Saranac Lake, Part 1, S.H. No. 1385

COUNTY: Franklin  
TOWN: Tupper Lake  
VILLAGE: Tupper Lake

MAP(s): 74; 75

PARCEL(s): 79; 80

**NOTICE OF APPROPRIATION**

Pursuant to the statute set forth in the above maps

To:

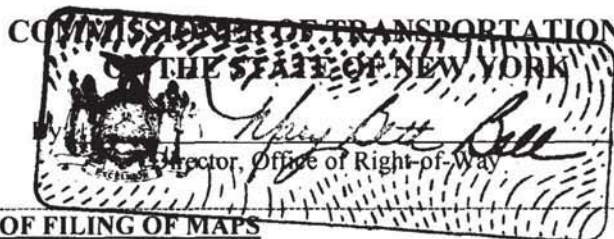
1. Robin Rothgeb; 171 Park Street, Tupper Lake, NY 12986
2. Diane Medema; 171 Park Street, Tupper Lake, NY 12986
3. Andre Cerriere; 169 Park Street, Tupper Lake, NY 12986
4. Amy Cerriere; 169 Park Street, Tupper Lake, NY 12986
5. United States Department of Agriculture, Rural Housing Service, n/k/a Rural Development; c/o Centralized Servicing Center, P.O. Box 66889, St. Louis, MO 63166

TAKE NOTICE that on the 25<sup>th</sup> day of November, 20 13, there was filed in the office of the Department of Transportation the original tracing, or a microfilm or computer digitized copy, of each of the above designated maps of property; and that on the 15<sup>th</sup> day of May, 20 14, there was filed in the office of the clerk of the county in which such property is situated, a certified copy of each of such maps.

TAKE FURTHER NOTICE that title to the property, easements, interests or rights set forth in said maps vested in The People of the State of New York upon such filing in the office of said county clerk.

NOV 29 2013

Dated: \_\_\_\_\_

**COUNTY CLERK'S CERTIFICATE OF FILING OF MAPS**State of New York )  
County of Franklin ) SS:

I hereby certify that on the 15<sup>th</sup> day of May, 20 14, the Commissioner of Transportation caused a copy of each of the maps referred to in the above Notice of Appropriation to be filed in this office.

(SEAL)

Dated: May 15, 2014

[Signature]  
County Clerk

**COUNTY CLERK'S CERTIFICATE OF FILING AND RECORDING  
OF NOTICE OF APPROPRIATION**State of New York )  
County of Franklin ) SS:

I hereby certify that on the 15<sup>th</sup> day of May, 20 14, the Commissioner of Transportation caused the above Notice of Appropriation to be filed and recorded in this office.

(SEAL)

Dated: May 15, 2014

[Signature]  
County Clerk





FRANKLIN COUNTY – STATE OF NEW YORK  
KIP CASSAWAY, COUNTY CLERK  
P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



Recording:

Cover Page	0.00
Recording Fee	0.00
Cultural Ed	0.00
Records Management - Coun	0.00
Records Management - Stat	0.00

INSTRUMENT #: 2014-3522

Total: 0.00  
\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

Receipt#: 2014163547  
Clerk: LH  
Rec Date: 07/25/2014 12:56:09 PM  
Doc Grp: RP  
Descrip: AFF OF SERV OF APPRO  
Num Pgs: 2  
Rec'd Frm: N Y S DOT

Party1: ROTHGEB ROBIN  
Party2: N Y S DOT  
N Y S DEPT OF TRANSPORTATION  
Town: TUPPER LAKE

I hereby certify that the within and foregoing was  
recorded in the Franklin County Clerk's Office.

County Clerk

Record and Return To:

FCCO  
355 W MAIN ST  
MALONE NY 12953

ROW 91-R1a (10/96)  
(Section C)NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
OFFICE OF REAL ESTATE  
APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORKPROJECT:

Proceeding

PIN

SH

County

Town



1385 Tupper Lake-Saranac Lake, Part 1

Franklin

Tupper Lake

MAP NOS.

74; 75

PARCEL NOS.

79; 80

COMMISSIONER'S CERTIFICATE AND DIRECTION FOR SERVICE BY FILING AND RECORDING

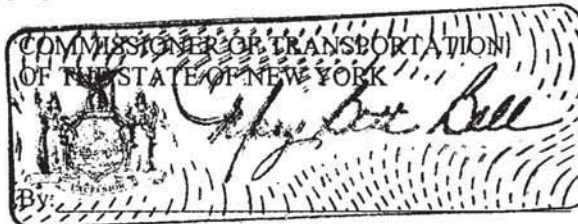
I hereby certify that I have been unable to serve a copy of the attached notice of appropriation and a copy of each of the maps referred to therein, or cause the same to be served, upon

**Robin Rothgeb**  
171 Park Street  
Tupper Lake, NY 12986

**(UNCLAIMED)**

personally or by certified mail after efforts so to do which I deem reasonable and proper. I, therefore, direct that service be effected upon each of them by the filing of a copy of each of said maps and notice of appropriation in the office of the clerk of the county named in such maps and by the recording of such notice of appropriation in said office.

(Seal)

Dated: JUN 23 2014COUNTY CLERK'S CERTIFICATE RELATING TO SERVICE BY FILING AND RECORDING

State of New York  
County of Franklin SS.

I hereby certify that on the 25<sup>th</sup> day of July, 2014, the Commissioner of Transportation caused to be filed in this office a copy of the above mentioned notice of appropriation, a copy of each of the maps referred to therein, and the above certificate of the Commissioner of Transportation, and he caused the said notice of appropriation and said certificate to be recorded in this office on the same date.

(SEAL)

Dated:

7/25/14

Cheryl A. Boyce  
Deputy County Clerk



## FRANKLIN COUNTY - STATE OF NEW YORK

KIP CASSAVAW, COUNTY CLERK

P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

## COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH\*\*\*



INSTRUMENT #: 2014-4254

Receipt#: 2014166153

Clerk: JR

Rec Date: 09/03/2014 10:26:59 AM

Doc Grp: RP

Descrip: APPROPRIATION

Num Pgs: 2

Rec'd Frm: N Y S DOT

Party1: CARRIERE ANDRE  
CARRIERE AMY  
CHARTER ONE BANK  
MEDEMA DIANE  
ROTHGEB ROBIN  
NIAGARA MOHAWK POWER CORP  
NATIONAL GRID  
TIME WARNER CABLE  
VERIZON NEW YORK INC  
Party2: N Y S DEPT OF TRANSPORTATION  
N Y S DOT  
Town: TUPPER LAKE

## Recording:

Cover Page	0.00
Recording Fee	0.00
Cultural Ed	0.00
Records Management - Coun	0.00
Records Management - Stat	0.00

Sub Total: 0.00

Transfer Tax	0.00
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Sub Total: 0.00

Total: 0.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

## \*\*\*\*\* Transfer Tax \*\*\*\*\*

Transfer Tax #: 154

Transfer Tax

Consideration: 1.00

Total: 0.00

I hereby certify that the within and foregoing was  
recorded in the Franklin County Clerk's Office.

County Clerk

Record and Return To:

FCCO  
355 W MAIN ST  
MALONE NY 12953



**NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
OFFICE OF RIGHT-OF-WAY  
APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK**

PROJECT: Tupper Lake - Saranac Lake, Part 1, S.H. No. 1385

COUNTY: Franklin

TOWN: Tupper Lake

VILLAGE: Tupper Lake

MAP(s): 90; 91

PARCEL(s): 95; 96

**NOTICE OF APPROPRIATION**

Pursuant to the statute set forth in the above maps

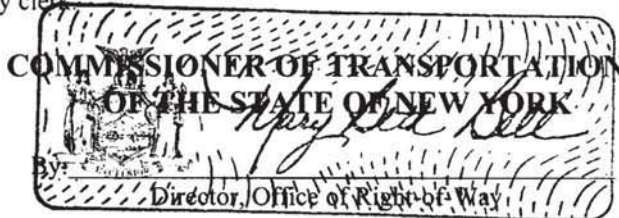
To:

1. Andre Carriere; 169 Park Street, Tupper Lake, NY 12986
2. Amy Carriere; 169 Park Street, Tupper Lake, NY 12986
3. Charter One Bank, N.A.; 1215 Superior Avenue, Cleveland, OH 44114
4. Diane Medema; 171 Park Street, Tupper Lake, NY 12986
5. Robin Rothgeb; 171 Park Street, Tupper Lake, NY 12986
6. Niagara Mohawk Power Corporation, d/b/a National Grid; 300 Erie Blvd. West, Building DG, Syracuse, NY 13202
7. Time Warner Cable; 75 Park Street, Tupper Lake, NY 12986
8. Verizon New York Inc.; Attn. Robert Ketzer, 11 Wards Lane, Third Floor, Menands, NY 12204

TAKE NOTICE that on the 28<sup>th</sup> day of March, 20 14, there was filed in the office of the Department of Transportation the original tracing, or a microfilm or computer digitized copy, of each of the above designated maps of property; and that on the 3<sup>rd</sup> day of September, 20 14, there was filed in the office of the clerk of the county in which such property is situated, a certified copy of each of such maps.

TAKE FURTHER NOTICE that title to the property, easements, interests or rights set forth in said maps vested in The People of the State of New York upon such filing in the office of said county clerk.

Dated: AUG 27 2014



**COUNTY CLERK'S CERTIFICATE OF FILING OF MAPS**

State of New York )  
County of Franklin ) SS:

I hereby certify that on the 3<sup>rd</sup> day of September, 20 14, the Commissioner of Transportation caused a copy of each of the maps referred to in the above Notice of Appropriation to be filed in this office.

(SEAL)

Dated: 9/3/2014

County Clerk

**COUNTY CLERK'S CERTIFICATE OF FILING AND RECORDING  
OF NOTICE OF APPROPRIATION**

State of New York )  
County of Franklin ) SS:

I hereby certify that on the 3<sup>rd</sup> day of September, 20 14, the Commissioner of Transportation caused the above Notice of Appropriation to be filed and recorded in this office.

(SEAL)

Dated: 9/3/2014

County Clerk



FRANKLIN COUNTY - STATE OF NEW YORK  
KIP CASSAVAW, COUNTY CLERK  
P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE

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Recording:

Cover Page	0.00
Recording Fee	0.00
Cultural Ed	0.00
Records Management - Coun	0.00
Records Management - Stat	0.00

INSTRUMENT #: 2014-4693

Receipt#: 2014167855  
Clerk: LH  
Rec Date: 09/29/2014 11:02:54 AM  
Doc Grp: RP  
Descrip: AFF OF SERV OF APPRO  
Num Pgs: 2  
Rec'd Frm: N Y S DOT

Total: 0.00  
\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

Party1: CARRIERE ANDRE  
CHARTER ONE BANK  
MEDEMA DIANE  
ROTHGEB ROBIN  
NATIONAL GRID  
VERIZON NEW YORK INC  
TIME WARNER CABLE  
Party2: N Y S DOT  
N Y S DEPT OF TRANSPORTATION  
Town: TUPPER LAKE

I hereby certify that the within and foregoing was  
recorded in the Franklin County Clerk's Office.

Record and Return To:

FCCO  
355 W MAIN ST  
MALONE NY 12953

County Clerk

NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
REAL ESTATE DIVISION

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

PROJECT: MAP NOS. PARCEL NOS.  
Proceeding [REDACTED] 90, 91 95, 96  
PIN [REDACTED]  
SH 1385 Tupper Lake-Saranac Lake, Part 1  
County of Franklin  
Town of Tupper Lake

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

State of New York )  
County of Jefferson ) SS.

K. Drefahl being duly sworn, deposes and says: that she is over eighteen years of age and resides at Clayton, NY, and that she made service on the following:

Name	Address	Date	Time
1. Andre Carriere, 169 Park Street, Tupper Lake, NY 12986		9/9/14	4:00 p.m.
2. Charter One Bank, NA, 1215 Superior Avenue, Cleveland, OH 44114		9/9/14	4:00 p.m.
3. Diane Medema, 171 Park Street, Tupper Lake, NY 12986		9/9/14	4:00 p.m.
4. Robin Rothgeb, 171 Park Street, Tupper Lake, NY 12986		9/9/14	4:00 p.m.
5. National Grid, 300 Erie Blvd., West, Syracuse, NY 13202		9/9/14	4:00 p.m.
6. Time Warner Cable, 3859 State Route 11, Malone, NY 12953		9/9/14	4:00 p.m.
7. Verizon New York, Inc., 11 Wards Ln., 3 <sup>rd</sup> FL, Menands, NY 12204		9/9/14	4:00 p.m.

being the condemnee(s) in the captioned matter, of a copy of the attached notice of appropriation and a copy of each of the maps referred to therein by depositing true copies thereof, properly enclosed in a sealed, postpaid wrapper, certified mail, in the letter box of the Watertown post office in Watertown, New York, a depository under the exclusive care and custody of the United States Postal Service, or by delivering said sealed, postpaid wrapper, certified mail, to an authorized employee of the United States Postal Service in said Post Office, who took custody thereof, on the date(s) and time(s) indicated above, directed to said condemnee(s) at the respective address(es) theretofore designated by said condemnee(s) for that purpose.

K. Drefahl  
K. Drefahl

Sworn to before me this 15<sup>th</sup> day of September, 2014  
Edward M. Sullivan, Jr.  
Notary Public, State of New York

EDWARD M. SULLIVAN, JR.  
Notary Public, State of New York  
Qualified in Jefferson County  
No. 01SU6169880  
My Commission Expires 07/02/2015

COUNTY CLERK'S CERTIFICATE OF FILING AND RECORDING  
OF AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

State of New York )  
County of Franklin ) SS.

I hereby certify that on the 29<sup>th</sup> day of September, 2014, the Commissioner of Transportation caused the above affidavit of service by certified mail of the map(s) and notice of appropriation referred to above to be filed and recorded in this office.

Dated: 9/29/14

[Signature]  
County Clerk

(SEAL)





FRANKLIN COUNTY – STATE OF NEW YORK  
KIP CASSAVAW, COUNTY CLERK  
P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

## COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



## Recording:

Cover Page	0.00
Recording Fee	0.00
Cultural Ed	0.00
Records Management - Coun	0.00
Records Management - Stat	0.00

INSTRUMENT #: 2017-3447

Total: 0.00  
\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

Receipt#: 2017220990

Clerk: SM

Rec Date: 07/26/2017 02:43:11 PM

Doc Grp: RP

Descrip: TERMINATION OF A RIGHT OF WAY

Num Pgs: 5

Rec'd Frm: N Y S DEPT OF TRANSPORTATION

Party1: N Y S DOT  
N Y S DEPT OF TRANSPORTATION

Party2: LUKE'S MOBIL INC  
LUKES MOBIL INC  
ROTHGEB ROBIN  
MEDEMA DIANE  
MCCLELLAND M DANNY  
MCCLELLAND JUDY A  
WHITMAN EDWARD  
WHITMAN JANE  
PONCE LORI-TRUSTEE  
MAURICE BEAUSOLEIL REVOCABLE

TRUST/TRUSTEE  
BEAUSOLEIL MAURICE REVOCABLE

TRUST/TRUSTEE  
LASCALA AMANDA R  
SHAHEEN ERIC  
DAMP CHARLES E III  
DAMP RUTH V  
FOTI MAUREEN A  
FOTI JAMES  
SAUVE ANDRE J JR

Town: TUPPER LAKE  
HARRIETSTOWN

I hereby certify that the within and foregoing was  
recorded in the Franklin County Clerk's Office.

County Clerk

Record and Return To:

FCCO  
355 W MAIN ST  
MALONE NY 12953

NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
OFFICE OF RIGHT OF WAY  
**CERTIFICATE OF TERMINATION OF TEMPORARY EASEMENTS**  
**ROW 350**

Certificates executed and to be filed pursuant to the following law(s): SECTION 30(20) of the HIGHWAY LAW for the following:

P.I.N: [REDACTED]

S.H: [REDACTED]

PROJECT: Tupper Lake-Saranac Lake, Part 1

I certify that the purposes for which the Temporary Easement rights, shown and described on **ROW 350 SCHEDULE A** were acquired have been accomplished, and that the use and occupancy of said property for the purposes stated in the easement map are no longer necessary, and that the property in which said easement rights were acquired is surrendered back to the affected owners of such property and that such easements rights are officially terminated, released and extinguished on the date this certificate is filed in the County Clerk's office. The completion date of the project for which the easements were acquired was February 07, 2017.

COMMISSIONER OF TRANSPORTATION  
OF THE STATE OF NEW YORK



BY: \_\_\_\_\_  
Director of Right of Way

DATE: June 29, 2017

**ROW 350 SCHEDULE 'A' ATTACHED**  
**SCHEDULE 'A' ANNEXED TO AND MADE PART OF THIS DOCUMENT**

ROW 350

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
OFFICE OF RIGHT OF WAY  
50 WOLF ROAD, POD 41  
ALBANY, NEW YORK 12232**

**NOTICE OF FILING CERTIFICATION OF TERMINATION OF TEMPORARY  
EASEMENTS**

P.I.N: [REDACTED]  
S.H: [REDACTED]  
PROJECT: Tupper Lake-Saranac Lake, Part 1

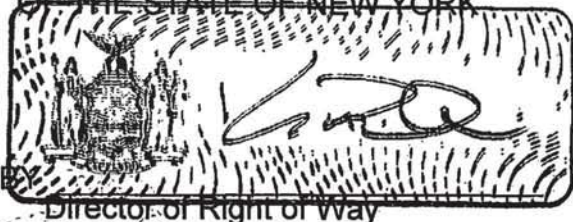
**NOTICE OF FILING:** To affected owners of the property shown and described in ROW 350 SCHEDULE A, or of some right, title or interest therein:

**TAKE NOTICE:** that pursuant to SECTION 30(20) of the HIGHWAY LAW of the State of New York, the Commissioner of Transportation caused to be filed in the main office of the Department of Transportation on a Certificate of Termination of Temporary Easements ROW 350, for the use and occupancy of the property described in ROW 350 SCHEDULE in which said easement rights were acquired.

**TAKE FURTHER NOTICE:** that a copy of said certificate together with this notice are mailed to you pursuant to the above mentioned statute.

COMMISSIONER OF TRANSPORTATION

OF THE STATE OF NEW YORK



(SEAL)

DATE: June 29, 2017

ROW 241

# CERTIFICATE OF TERMINATION OF TEMPORARY EASEMENTS

SH	MAP #	PARCEL #	Owners Name At Time of Filing	DOT Date	Add'l Clerk Info.
1385	101	111	Luke's Mobil, Inc.		
1385	75	80	Robin Rothgeb, Diane Medema		
1385	77	82	M. Danny McClelland, Judy A. McClelland, Edward Whitman, Jane Whitman		
1385	79	84	Lori Ponce, As Trustee of the Maurice Beausoleil Revocable Trust		
1385	81	86	Amanda R. Lascale		
1385	83	88	Eric Shaheen		
1385	85	90	Charles E. Damp, III, Ruth V. Damp		
1385	87	92	Maureen A. Foti, James Foti		
1385	89	94	Andre J. Sauve, Jr., Dawn M. Sauve		
1385	91	96	Andre Carriere, Amy Carriere		
1385	93	98	James J. Foti, Maureen A. Foti		



NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
OFFICE OF RIGHT OF WAY  
50 WOLF ROAD, POD 41  
ALBANY, NEW YORK 12232

COUNTY CLERK'S CERTIFICATE  
OF FILING OF  
CERTIFICATE AND NOTICE OF TERMINATION  
OF TEMPORARY EASEMENTS

P.I.N: [REDACTED]  
S.H: [REDACTED]

PROJECT: Tupper Lake-Saranac Lake, Part 1

THE LISTED ATTACHMENTS ARE SUBMITTED FOR FILING AND RECORDING IN  
THE Franklin COUNTY CLERK'S OFFICE:

ROW 350 CERTIFICATE OF TERMINATION OF TEMPORARY EASEMENTS

ROW 350 SCHEDULE A


ROW 19 COUNTY CLERK'S CERTIFICATE OF FILING OF CERTIFICATE  
AND NOTICE OF TERMINATION OF TEMPORARY EASEMENTS

ROW 241 NOTICE OF FILING CERTIFICATE OF TERMINATION OF  
TEMPORARY EASEMENTS

---COUNTY CLERK'S ACKNOWLEDGEMENT OF FILING AND RECORDING---

STATE OF NEW YORK }  
COUNTY OF Franklin) SS:

I certify that on the 26<sup>th</sup> day of July, 2017  
there was filed and recorded in this office a copy of a County Clerk's NOTICE OF  
FILING AND CERTIFICATE OF TERMINATION OF TEMPORARY EASEMENTS ROW  
241 CERTIFICATE OF TERMINATION OF TEMPORARY EASEMENTS ROW 350,  
AND ROW 350 SCHEDULE A AND THIS CERTIFICATE OF FILING ROW 19.

  
\_\_\_\_\_  
CLERK REGISTRAR

(SEAL)

ROW 19



## EXHIBIT D



United States Department of Agriculture

Rural Development  
Business Center

June 13, 2019

Chief Financial Officer

Robin Rothgeb  
171 Park Street  
Tupper Lake, NY 12986

Office of the National  
Financial and  
Accounting  
Operations Center

4300 Goodfellow  
Boulevard  
St. Louis, MO 63120

Loan Number: [REDACTED]

Property Address: 171 Park Street, Tupper Lake, NY 12986

Voice 314.457.4152  
Fax 314.457.4292

Dear Robin Rothgeb

**“YOU MAY BE AT RISK OF FORECLOSURE. PLEASE  
READ THE FOLLOWING NOTICE CAREFULLY”**

As of June 13, 2019, your home loan is 411 days and \$ 150,914.75 dollars in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at [http://www.dfs.ny.gov/consumer/mortg\\_nys\\_np\\_counseling\\_agencies.htm](http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm). Qualified free help is available; watch out for companies or people who charge a fee for these services.

Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 315-477-6416 and ask to discuss possible options.

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

This should be the subject as is  
Appears on the first page.

2

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at (show number) or visit the Department's website at (show web address).

**IMPORTANT:** You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.

**HUD-Approved housing counseling agencies located in New York**

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
Albany	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP. Also serves surrounding areas
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP. Also serves surrounding areas
	United Tenants of Albany	33 Clinton Ave. Albany, NY 12207	518-436-8997	HOPP For tenants whose buildings are in the process of foreclosure or have been foreclosed on
	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service
	NYS Office For People With Developmental Disabilities (OPWDD)	44 Holland Ave. Albany, NY 12229	518-473-1973	Serving all NYS residents with developmental disabilities and their families
Allegany	ACCORD	84 Schuyler St. Belmont, NY 14813	585-268-7605	HOPP
	Belmont Housing Resources	1195 Main Street Buffalo, NY 14209	716-884-7791	HOPP
	Neighborhood Housing	937 South Park Ave.	716-823-3630	Also serving



	Neighborhood Housing Services of South Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	
Cayuga	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP. Spanish speaking staff available
	Clearpoint Financial Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-877-412-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445	Online service available only to members of AFCU
Chautauqua	Belmont Housing Resources for Western NY	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP.
	Chautauqua Home Rehabilitation and Improvement Corp. (CHRIC)	2 Academy St. Mayville, NY 14757	716-753-4650	Spanish speaking staff available
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	
Chemung	Arbor Housing and Development	26 Bridge St. Corning, NY 14830	607-654-7487	HOPP
	Catholic Charities of Chemung	215 East Church St., Suite 101 Elmira, NY 14901	607-734-9784	HOPP.
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445	Online service available only to members of AFCU
Chenango	Metro Interfaith Housing Council	21 New St., Binghamton, NY 13903	607-772-2766	HOPP.
	Clearpoint Credit	The Metro Center, 49	1-800-750-	



		Poughkeepsie, NY. 12601		
Erie	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	West Side & Black Rock Riverside NHS, Inc.	359 Connecticut St., Buffalo, NY 14213	Tuesdays and Wednesdays at (716) 885-2344  Thursdays and Fridays at (716) 877-3910	HOPP
	Buffalo Urban League	15 Genesee Street Buffalo, NY 14203	(716) 250-2400	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	
	Neighborhood Assistance Corp. of America	1094 Hertel Avenue Buffalo, NY 14216	716-834-6222	
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
Essex	Friends of the North Country	1 Mill St. Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Franklin	Friends of the North Country	1 Mill St. Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP
	Clearpoint Credit	215 Washington St.	1-800-750-	





	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
<b>Herkimer</b>	UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	HOPP
	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
<b>Jefferson</b>	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005 Watertown, NY 13601	1-800-750-2227	
<b>Kings</b>	Cypress Hills Local Dev. Corp.	3214 Fulton St. Brooklyn, NY 11208	718-647-8100	HOPP Spanish speaking staff available
	Pratt Area Community Council	1224 Bedford Ave. Brooklyn, NY 11216	718-783-3549 ext.315	HOPP
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Bridge Street Dev. Corp.	460 Nostrand Ave. Brooklyn, NY 11216	718-636-7596 ext. 11	HOPP Spanish Speaking staff available
	MHANY Management, Inc.	2-4 Nevins St., Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Neighbors Helping Neighbors (NHN)	621 Degraw St., Brooklyn, NY 11217	718-237-2017 ext.159	HOPP Spanish speaking staff available
	Brooklyn Housing and	415 Albemarle Rd.	718-435-7585	HOPP



				available
	GreenPath Debt Solutions	175 Remsen St., Suite 1102 Brooklyn, NY 11201	866-285-4033	
	NY Commission of Human Rights-Brooklyn	275 Livingston St. Brooklyn, NY 11217	718-722-3130	Spanish speaking staff available
Lewis	Home Headquarters, Inc.	990 James St., Suite 1, Syracuse NY 13203	315-474-1939	HOPP.
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005 Watertown, NY 13601	1-800-750-2227	
Livingston	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700	HOPP.
Madison	Home Headquarters, Inc.	990 James St., Suite 1, Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	HOPP.
	Community Action Program for Madison County	3 East Main St. Morrisville, NY 13408	315-684-3144	ASL trained staff available
	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
Monroe	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Marketview Heights Association	308 North Street Rochester, NY 14605	585-423-1540	HOPP.
	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700	HOPP.





		Heights, NY 11372		in NYC Southeast Asian speaking Counselors on staff
	County of Nassau Economic Development, Office of Housing	40 Main St., Suite B, Hempstead, NY 11550	516-571-4663	Spanish speaking staff available
	GreenPath Debt Solutions	300 Garden City Plaza, Suite 220 Garden City, NY 11530	888-776-6738	
New York	MHANY Management, Inc.	2-4 Nevins St., Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Grow, Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Parodneck Foundation	121 6th Ave., Suite 501 New York, NY 10013	212-431-9700 ext 391	HOPP Spanish speaking staff available
	AAFE Community Development Fund, Inc.	111 Division St., New York, NY 10002	212-964-2288	Chinese and Korean speaking staff available
	Abyssinian Development Corp.	2283 7th Avenue New York, NY 10030	646-442-6545	
	Neighborhood Housing Services of NYC	307 West 36th St., 12th floor New York, NY 10018	212-519-2500	Spanish and Creole speaking staff available
	Harlem Congregations for Community Development	2854 Frederick Douglass Blvd., New York, NY 10039	212-281-4887 ext. 206 or 231	Spanish speaking staff available
	West Harlem Group Assistance, Inc.	1652 Amsterdam Ave. New York, NY 10031	212-862-1399	



		Rochester, NY 14607		
	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP Serving townships of Manchester and Phelps
	Keuka Housing Council	160 Main St. Penn Yan, NY 14527	315-536-8707	Seen on case by case basis with focus on senior citizens
Orange	Hudson River Housing	291 Mill St Poughkeepsie, NY 12601	845-454-9288	HOPP
	Orange County Rural Development Advisory Corp.	59b Boniface Drive Pine Bush, NY 12566	845-713-4568	HOPP
Orleans	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	The Housing Council	75 College Ave. 4th Floor Rochester, NY 14607	585-546-3700	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
Oswego	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Fulton Community Development Agency	125 West Broadway Fulton, NY 13069	315-593-7166	
	Oswego Housing Development Council, Inc.	2971 County Rte. 26 Parish, NY 13131	315-625-4520	
	Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-800-750-2227	



	Brooklyn Housing and Family Services, Inc.	415 Albemarle Rd. Brooklyn, NY 11218	718-435-7585	HOPP Spanish and French Creole speaking staff available
	NY Commission of Human Rights- Queens	153-01 Jamaica Ave. Jamaica, NY 11432	718-657-2465	Spanish speaking staff available
	GreenPath Debt Solutions	80-02 Kew Gardens Road, Suite 710 Kew Gardens, NY 11415-3607	866-285-4036	
	Margert Community Corporation	325 Beach 37th Street Far Rockaway, NY 11691	718-471-3724	
	Queens Community House	108-25 62nd Drive Forest Hills, NY 11375	718-592-5757	
Rensselaer	Troy Rehabilitation and Improvement Program (TRIP)	415 River St. Troy, NY 12180	518-690-0020	HOPP
	United Tenants of Albany	33 Clinton Ave. Albany, NY 12207	518-436-8997	HOPP For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling



	(TRIP)			residents of Southern Saratoga County.
	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	Serving residents of Northern Saratoga County
Schenectady	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Schenectady Community Action Program (SCAP)	913 Albany St. Schenectady, NY 12307	518-374-9181	For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service of Central NY



Resources, Inc.	East Northport, NY 11731	0766.	Spanish speaking staff available
Community Development Corporation of Long Island	2100 Middle Country Rd., Suite 300 Centereach NY 11720	631-471-1215 ext. 158	HOPP Spanish speaking staff available
Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue Suite 7800 Central Islip NY 11722	631-647-3765 x 1204 or 1205	HOPP
La Fuerza Unida, Inc.	1 School St., Suite 302 Glen Cove, NY 11542	516-759-0788	HOPP Spanish speaking staff available
Long Island Housing Partnership, Inc.	180 Oser Ave. Hauppauge, NY 11788	631-435-4710	HOPP Spanish speaking staff available
Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8 Bohemia, NY 11716	631-567-5111 x383	HOPP Spanish speaking staff available
CHHAYA	37-43 77th St. Jackson Heights, NY 11372	718-478-3848	HOPP funded for NYC Southeast Asian speaking Counselors on staff
Central Islip Civic Council	68 Wheeler Rd. Central Islip, NY 11722	631-348-0669	HOPP Spanish speaking staff available
Housing Help, Inc.	91-101 Broadway, Suite 6 Greenlawn NY 11740	631-754-0373	
North Fork Housing Alliance	110 South St. Greenport, NY 11944	631-477-1070	
Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway Bellport, NY 11713	631-286-9236	





	Program of Essex County (HAPEC)	Elizabethtown, NY 12932		
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Clearpoint Financial Solutions	2 Computer Drive West Albany, NY 12205	1-877-412-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Washington	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Wayne	Community Action in Self Help	48 Water St. Lyons, NY 14489	315-946-6992	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	50 Chestnut Plaza Rochester, NY 14604	1-888-724-2227	HOPP
Westchester	Community Housing Innovations, Inc.	75 South Broadway, Ste 340 White Plains, NY 10601	914-683-1010	HOPP
	Housing Action Council	55 South Broadway Tarrytown, NY 10591	914-332-4144	HOPP
	Human Development Services of Westchester, Inc.	28 Adco St. Port Chester, NY 10573	914-939-2005	HOPP Spanish speaking counselors available
	Westchester Residential Opportunities	470 Mamaroneck Ave., Suite 410	914-428-4507 OR 877-	HOPP Spanish and



FAIR DEBT COLLECTION PRACTICES ACT NOTIFICATION

This Notice is required by the Fair Debt Collection Practices Act (the "Act"), 15 U.S.C. §1692 et seq., as amended.

Unless the consumer, within thirty days after receipt of this notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid.

If the debtor notifies the debt collector within 30 days of the receipt of this notice that the debt or any portion thereof is disputed, the debt collector will obtain a verification of the debt and a copy of the verification will be mailed to the debtor.

If you have received a discharge from the United States Bankruptcy Court, and you have not reaffirmed your liability for this debt, you are not personally liable for the underlying indebtedness owed and this notice/disclosure is for compliance and informational purposes only.

Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to (i) the use or threat of violence; (ii) the use of obscene or profane language; and (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

- a) Supplemental security income, (SSI)
- b) Social Security;
- c) Public Assistance (welfare);
- d) Spousal support, maintenance (alimony) or child support;
- e) Unemployment benefits;
- f) Disability benefits;
- g) Workers' compensation benefits;
- h) Public or private pensions;
- i) Veterans' benefits;
- j) Federal student loans, federal student grants, and federal work study funds; and
- k) Ninety percent of your wages or salary earned in the last sixty days

Written request by this Act should be addressed to:

Unites States Department of Agriculture  
Rural Development Business Center  
4300 Goodfellow Blvd., St. Louis, MO 63120  
Telephone 314-457-4152; Fax 314-457-4292.



United States Department of Agriculture

Rural Development  
Business Center

June 13, 2019

Chief Financial Officer

Diane Medema  
171 Park Street  
Tupper Lake, NY 12986

Office of the National  
Financial and  
Accounting  
Operations Center

Loan Number: [REDACTED]

4300 Goodfellow  
Boulevard  
St. Louis, MO 63120

Property Address: 171 Park Street, Tupper Lake, NY 12986

Voice 314.457.4152  
Fax 314.457.4292

Dear Diane Medema

**“YOU MAY BE AT RISK OF FORECLOSURE. PLEASE  
READ THE FOLLOWING NOTICE CAREFULLY”**

As of June 13, 2019, your home loan is 411 days and \$ 150,914.75 dollars in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at [http://www.dfs.ny.gov/consumer/mortg\\_nys\\_np\\_counseling\\_agencies.htm](http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm). Qualified free help is available; watch out for companies or people who charge a fee for these services.

Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 315-477-6416 and ask to discuss possible options.

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

This should be the subject as is  
Appears on the first page.

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at (show number) or visit the Department's website at (show web address).

**IMPORTANT:** You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.



# HUD-Approved housing counseling agencies located in New York

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
Albany	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP. Also serves surrounding areas.
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP. Also serves surrounding areas.
	United Tenants of Albany	33 Clinton Ave. Albany, NY 12207	518-436-8997	HOPP For tenants whose buildings are in the process of foreclosure or have been foreclosed on
	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service.
	NYS Office For People With Developmental Disabilities (OPWDD)	44 Holland Ave. Albany, NY 12229	518-473-1973	Serving all NYS residents with developmental disabilities and their families
Allegany	ACCORD	84 Schuyler St. Belmont, NY 14813	585-268-7605	HOPP
	Belmont Housing Resources	1195 Main Street Buffalo, NY 14209	716-884-7791	HOPP
	Neighborhood Housing	937 South Park Ave.	716-823-3630	Also serving



	Neighborhood Housing Services of South Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	
Cayuga	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP. Spanish speaking staff available
	Clearpoint Financial Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-877-412-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445	Online service available only to members of AFCU
Chautauqua	Belmont Housing Resources for Western NY	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP.
	Chautauqua Home Rehabilitation and Improvement Corp. (CHRIC)	2 Academy St. Mayville, NY 14757	716-753-4650	Spanish speaking staff available
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	
Chemung	Arbor Housing and Development	26 Bridge St. Corning, NY 14830	607-654-7487	HOPP
	Catholic Charities of Chemung	215 East Church St., Suite 101 Elmira, NY 14901	607-734-9784	HOPP
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445	Online service available only to members of AFCU
Chenango	Metro Interfaith Housing Council	21 New St., Binghamton, NY 13903	607-772-2766	HOPP
	Clearpoint Credit	The Metro Center, 49	1-800-750-	



		Poughkeepsie, NY. 12601		
<b>Erie</b>	Belmont Housing Resources	1195 Main St. Buffalo, NY. 14209	716-884-7791	HOPP
	West Side & Black Rock Riverside NHS, Inc.	359 Connecticut St., Buffalo, NY 14213.	Tuesdays and Wednesdays at (716) 885-2344 Thursdays and Fridays at (716) 877-3910	HOPP
	Buffalo Urban League	15 Genesee Street Buffalo, NY 14203	(716) 250-2400	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224.	1-800-926-9685 or 716-712-2060	
	Neighborhood Assistance Corp. of America	1094 Hertel Avenue Buffalo, NY 14216	716-834-6222	
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220.	716-823-3630	
<b>Essex</b>	Friends of the North Country	1 Mill St. Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
<b>Franklin</b>	Friends of the North Country	1 Mill St. Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP
	Clearpoint Credit	215 Washington St.	1-800-750-	



	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
<b>Herkimer</b>	UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	HOPP
	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
<b>Jefferson</b>	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005 Watertown, NY 13601	1-800-750-2227	
<b>Kings</b>	Cypress Hills Local Dev. Corp.	3214 Fulton St. Brooklyn, NY 11208	718-647-8100	HOPP Spanish speaking staff available
	Pratt Area Community Council	1224 Bedford Ave. Brooklyn, NY 11216	718-783-3549 ext.315	HOPP
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Bridge Street Dev. Corp.	460 Nostrand Ave. Brooklyn, NY 11216	718-636-7596 ext. 11	HOPP Spanish Speaking staff available
	MHANY Management, Inc.	2-4 Nevins St., Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Neighbors Helping Neighbors (NHN)	621 Degraw St., Brooklyn, NY 11217	718-237-2017 ext.159	HOPP Spanish speaking staff available
	Brooklyn Housing and	415 Albemarle Rd.	718-435-7585	HOPP



				available
	GreenPath Debt Solutions	175 Remsen St., Suite 1102 Brooklyn, NY 11201	866-285-4033	
	NY Commission of Human Rights-Brooklyn	275 Livingston St. Brooklyn, NY 11217	718-722-3130	Spanish speaking staff available
<b>Lewis</b>	Home Headquarters, Inc.	990 James St., Suite 1, Syracuse NY 13203	315-474-1939	HOPP.
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005 Watertown, NY 13601	1-800-750-2227	
<b>Livingston</b>	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700	HOPP.
<b>Madison</b>	Home Headquarters, Inc.	990 James St., Suite 1, Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	HOPP.
	Community Action Program for Madison County	3 East Main St. Morrisville, NY 13408	315-684-3144	ASL trained staff available
	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
<b>Monroe</b>	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Marketview Heights Association	308 North Street Rochester, NY 14605	585-423-1540	HOPP.
	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700	HOPP.





New York		Heights, NY 11372		in NYC Southeast Asian speaking Counselors on staff
	County of Nassau Economic Development, Office of Housing	40 Main St., Suite B, Hempstead, NY 11550.	516-571-4663	Spanish speaking staff available.
	GreenPath Debt Solutions	300 Garden City Plaza, Suite 220 Garden City, NY 11530.	888-776-6738.	
	MHANY Management, Inc.	2-4 Nevins St., Brooklyn, NY 11217	718-246-8080 ext 203	HOPP. Spanish speaking staff available
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237.	718-418-8232 ext. 206.	HOPP. Spanish and Bengali speaking staff available
	Parodneck Foundation	121 6th Ave., Suite 501 New York, NY 10013.	212-431-9700 ext 391.	HOPP Spanish speaking staff available.
	AAFE Community Development Fund, Inc.	111 Division St., New York, NY 10002.	212-964-2288	Chinese and Korean speaking staff available.
	Abyssinian Development Corp.	2283 7th Avenue New York, NY 10030	646-442-6545	
	Neighborhood Housing Services of NYC.	307 West 36th St., 12th floor New York, NY 10018.	212-519-2500	Spanish and Creole speaking staff available.
	Harlem Congregations for Community Development	2854 Frederick Douglass Blvd., New York, NY 10039.	212-281-4887. ext. 206 or 231.	Spanish speaking staff available.
	West Harlem Group Assistance, Inc.	1652 Amsterdam Ave. New York, NY 10031.	212-862-1399.	



		Rochester, NY 14607.		
	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607.	1-888-724-2227.	HOPP
	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP Serving townships of Manchester and Phelps
	Keuka Housing Council	160 Main St. Penn Yan, NY 14527.	315-536-8707	Seen on case by case basis with focus on senior citizens
Orange	Hudson River Housing	291 Mill St Poughkeepsie, NY 12601	845-454-9288	HOPP.
	Orange County Rural Development Advisory Corp.	59b Boniface Drive Pine Bush, NY 12566	845-713-4568	HOPP
Orleans	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP.
	The Housing Council	75 College Ave. 4th Floor Rochester, NY 14607	585-546-3700	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227.	HOPP
Oswego	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Fulton Community Development Agency	125 West Broadway Fulton, NY 13069	315-593-7166	
	Oswego Housing Development Council, Inc.	2971 County Rte. 26 Parish, NY 13131	315-625-4520	
	Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-800-750-2227.	



	Brooklyn Housing and Family Services, Inc.	415 Albemarle Rd. Brooklyn, NY 11218	718-435-7585	HOPP. Spanish and French Creole speaking staff available.
	NY Commission of Human Rights- Queens	153-01 Jamaica Ave, Jamaica, NY 11432	718-657-2465	Spanish speaking staff available
	GreenPath Debt Solutions	80-02 Kew Gardens Road, Suite 710 Kew Gardens, NY. 11415-3607.	866-285-4036	
	Margert Community Corporation	325 Beach 37th Street Far Rockaway, NY. 11691	718-471-3724	
	Queens Community House	108-25 62nd Drive Forest Hills, NY 11375	718-592-5757	
Rensselaer	Troy Rehabilitation and Improvement Program (TRIP)	415 River St. Troy, NY 12180.	518-690-0020	HOPP
	United Tenants of Albany	33 Clinton Ave. Albany, NY 12207.	518-436-8997	HOPP. For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186.	518-765-2425	HOPP
	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP.
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205.	1-800-750-2227	Formerly known as Consumer Credit Counseling



	(TRIP)			residents of Southern Saratoga County
	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750- 2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	Serving residents of Northern Saratoga County
Schenectady	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Schenectady Community Action Program (SCAP)	913 Albany St. Schenectady, NY 12307	518-374-9181	For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750- 2227	Formerly known as Consumer Credit Counseling Service of Central NY



	Resources, Inc.	East Northport, NY 11731	0766.	Spanish speaking staff available
	Community Development Corporation of Long Island	2100 Middle Country Rd., Suite 300 Centereach NY 11720	631-471-1215 ext. 158	HOPP. Spanish speaking staff available
	Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue Suite 7800. Central Islip NY 11722	631-647-3765 x 1204 or 1205	HOPP.
	La Fuerza Unida, Inc.	1 School St., Suite 302 Glen Cove, NY 11542.	516-759-0788	HOPP. Spanish speaking staff available
	Long Island Housing Partnership, Inc.	180 Oser Ave. Hauppauge, NY 11788	631-435-4710.	HOPP. Spanish speaking staff available.
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8 Bohemia, NY 11716.	631-567-5111 x383.	HOPP Spanish speaking staff available.
	CHHAYA	37-43 77th St. Jackson Heights, NY 11372	718-478-3848.	HOPP funded for NYC Southeast Asian speaking Counselors on staff
	Central Islip Civic Council	68 Wheeler Rd. Central Islip, NY 11722	631-348-0669.	HOPP Spanish speaking staff available
	Housing Help, Inc.	91-101 Broadway, Suite 6 Greenlawn NY 11740.	631-754-0373.	
	North Fork Housing Alliance	110 South St. Greenport, NY 11944	631-477-1070	
	Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway Bellport, NY 11713	631-286-9236	





	Program of Essex County (HAPEC)	Elizabethtown, NY 12932		
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Clearpoint Financial Solutions	2 Computer Drive West Albany, NY 12205	1-877-412-2227	Formerly known as Consumer Credit Counseling Service of Central NY
Washington	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Wayne	Community Action in Self Help	48 Water St. Lyons, NY 14489	315-946-6992	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	50 Chestnut Plaza Rochester, NY 14604	1-888-724-2227	HOPP
Westchester	Community Housing Innovations, Inc.	75 South Broadway, Ste 340 White Plains, NY 10601	914-683-1010	HOPP
	Housing Action Council	55 South Broadway Tarrytown, NY 10591	914-332-4144	HOPP
	Human Development Services of Westchester, Inc.	28 Adco St. Port Chester, NY 10573	914-939-2005	HOPP Spanish speaking counselors available
	Westchester Residential Opportunities	470 Mamaroneck Ave., Suite 410	914-428-4507 OR 877-	HOPP Spanish and



FAIR DEBT COLLECTION PRACTICES ACT NOTIFICATION

This Notice is required by the Fair Debt Collection Practices Act (the "Act"), 15 U.S.C. §1692 et seq., as amended.

Unless the consumer, within thirty days after receipt of this notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid.

If the debtor notifies the debt collector within 30 days of the receipt of this notice that the debt or any portion thereof is disputed, the debt collector will obtain a verification of the debt and a copy of the verification will be mailed to the debtor.

If you have received a discharge from the United States Bankruptcy Court, and you have not reaffirmed your liability for this debt, you are not personally liable for the underlying indebtedness owed and this notice/disclosure is for compliance and informational purposes only.

Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to (i) the use or threat of violence; (ii) the use of obscene or profane language; and (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

- a) Supplemental security income, (SSI)
- b) Social Security;
- c) Public Assistance (welfare);
- d) Spousal support, maintenance (alimony) or child support;
- e) Unemployment benefits;
- f) Disability benefits;
- g) Workers' compensation benefits;
- h) Public or private pensions;
- i) Veterans' benefits;
- j) Federal student loans, federal student grants, and federal work study funds; and
- k) Ninety percent of your wages or salary earned in the last sixty days

Written request by this Act should be addressed to:

Unites States Department of Agriculture  
Rural Development Business Center  
4300 Goodfellow Blvd., St. Louis, MO 63120  
Telephone 314-457-4152; Fax 314-457-4292.

**EXHIBIT E**



**New York State Department of Financial Services**  
One State Street Plaza, New York, NY 10004

**Proof of Filing Statement**

To Whom It May Concern:

Section 1306 of the Real Property Actions and Proceedings Law (RPAPL) requires lenders, assignees or mortgage loan servicers servicing loans on 1-to-4 family residential properties in New York State to file certain information with the Superintendent of the Department Financial Services within three days after the mailing of a 90-Day Pre-Foreclosure Notice.

The information below pertains to a filing submitted to the Department of Financial Services as required in Section 1306 of RPAPL. The information is presented as filed by the lender, assignee or mortgage loan servicer.

**Filer Information:**

Name : USDA Rural Development  
Address : 441 South Salina St., Suite 357  
Syracuse NY 13202

**Filing Information:**

Tracking Number : NYS5001248  
Mailing Date Step 1 : 20-JUN-19 12.00.00.000 AM  
Mailing Date Step 2 :  
Judgment Date Step 3 :  
Filing Date Step 1 : 25-JUN-19 11.46.34.000 AM  
Filing Date Step 1 Orig : 25-JUN-19 11.46.21.000 AM  
Filing Date Step 2 :  
Filing Date Step 3 :  
Owner Occupd at Jdgmnt :  
Property Type : 1 to 4 Family Home  
Property Address : 171 Park Street Tupper Lake  
NY 12986  
County : Franklin  
Date of Original Loan : 30-JUL-07 12.00.00.000 AM  
Amt of Original Loan : 119430  
Loan Number Step 1 : XXXXXXXXXX  
Loan Number Step 2 :  
Loan Reset Frequency :  
Loan Type : 1st Lien  
Loan Details : Fixed Rate  
Loan Term : 30 Year  
Loan Modification : No Modification  
Days Delinquent : Other  
Borrower's Name : Robin Rothgeb  
Address : 171 Park Street  
Tupper Lake 12986  
Borrower's Phone No : XXXXXXXXXX  
Filing Status : Step 1 Completed

Sincerely,

New York State Department of Financial Services



## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

United States of America

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Nicole LaBletta  
Pincus Law Group, PLLC  
425 RXR Plaza Uniondale, NY 11556 516-669-8902

**DEFENDANTS**

Diane Medema, Robin Rothgeb et al

County of Residence of First Listed Defendant Franklin  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                                   |   | PTF                        | DEF                                   |
|---|----------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2            | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from Another District (specify)  
☐ 6 Multidistrict Litigation - Transfer  
☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Title 28 U.S. C, Section 1345

Brief description of cause:

Action to foreclose a mortgage

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

155,134.79

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

10/08/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/Nicole B. LaBletta

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

Waived

APPLYING IFP

JUDGE

GLS

MAG. JUDGE

CFH

Print

Save As...

Case No.: 8:19-CV-1239

Reset

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.